

STEPHANIE D. AHMAD (SBN 284080)  
ahmads@gtlaw.com  
GREENBERG TRAURIG LLP  
4 Embarcadero Center, Suite 3000  
San Francisco, CA 94111-1809  
Telephone: (415) 655-1300  
Facsimile: (415) 707-2010

TODD D. WOZNIAK (*Pro Hac Vice* Pending)  
wozniakt@gtlaw.com  
GREENBERG TRAURIG LLP  
Terminus 200  
3333 Piedmont Road NE, Suite 2500  
Atlanta, GA 30305  
Telephone: (678) 553-2100  
Facsimile: (678) 553-2212

Attorneys for Defendant Intuit, Inc.

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

MARGARET TRETOLA, as successor in interest  
of Michael J. Tretola, deceased,

Plaintiff,

v.

INTUIT INC., a California corporation, and  
DOES 1-10

Defendant.

Case No. 3:14-cv-04734

**DEFENDANT INTUIT INC.'S  
ANSWER TO PLAINTIFF  
TRETOLA'S COMPLAINT**

1 Defendant Intuit, Inc. ("Intuit") answers Plaintiff Margaret Tretola's ("Plaintiff's")  
2 Complaint as follows. Anything not expressly admitted is denied.

3 1. Intuit lacks knowledge or information sufficient to form a belief to admit or deny  
4 the allegations in paragraph 1, and on that basis denies those allegations.

5 2. Denied. The pleading, including attachments and exhibits, consists of more than  
6 three pages.

7 3. Intuit lacks knowledge or information sufficient to form a belief to admit or deny  
8 the allegations in paragraph 3, and on that basis denies those allegations.

9 4. Intuit admits that it is a corporation. Intuit lacks knowledge or information  
10 sufficient to form a belief to admit or deny the remainder of the allegations in paragraph 4, and  
11 on that basis denies those allegations.

12 5. Plaintiff does not indicate that it is required to comply with a claims statute.

13 6. Denied.

14 7. Denied.

15 8. Insofar as Plaintiff alleges that Intuit is liable for breach of contract, Intuit denies  
16 this allegation.

17 9. Plaintiff does not list other allegations.

18 10. Plaintiff's Prayer for Relief sets forth the statement of relief requested by Plaintiff,  
19 to which no response is required. Intuit denies that Plaintiff is entitled to any of the requested  
20 relief, or any relief at all, from Intuit and denies any factual allegations contained in the Prayer  
21 for Relief

22 11. Plaintiff does not list any paragraphs in this pleading as asserted on information and  
23 belief and this paragraph is therefore denied.

24 **CAUSE OF ACTION – BREACH OF CONTRACT**

25 BC-1. Denied. Exhibit A is an offer letter to Michael J. Tretola from Intuit for  
26 terminable at will employment.

27 BC-2. Denied.

28 BC-3. Denied.

1 BC-4. Denied.

2 BC-5. Denied.

3 BC-6. Plaintiff does not indicate anything in the “other” section and this paragraph  
4 is therefore denied.

### 5 **DEFENSES**

6 Intuit asserts the following defenses. To the extent any of these defenses, in whole or in  
7 part, serve merely to negate an element of the Plaintiff’s cause of action, Intuit in no way seeks  
8 to relieve Plaintiff of her burden of proof or persuasion on that element. Intuit hereby reserves  
9 the right to assert additional defenses not asserted herein, as investigation and discovery may  
10 reveal the existence of additional defenses not currently known to it.

11 (a) Plaintiff’s claims are preempted, in whole or in part, by ERISA.

12 (b) Plaintiff’s claims must be dismissed because Plaintiff has failed to exhaust  
13 administrative processes and remedies available under Intuit’s ERISA governed  
14 plans.

15 (c) Plaintiff’s claim may, in whole or in part, be barred by applicable limitations  
16 periods.

17 (d) Plaintiff’s Complaint fails to state a claim against Intuit on which relief can be  
18 granted.

### 19 **PRAYER FOR RELIEF**

20 WHEREFORE, Intuit prays for judgment as follows:

21 (a) That the Court find that Plaintiff’s breach of contract claim is preempted under  
22 ERISA (the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. §§  
23 1001 *et seq.*);

24 (b) That the Court dismiss Plaintiff’s Complaint for failure to exhaust administrative  
25 processes and remedies under Intuit’s ERISA governed plans;

26 (c) That the Court enter a judgment declaring that Intuit is not liable under ERISA;

27 (d) That the Court award Intuit reasonable attorneys’ fees under 29 U.S.C. §  
28 1132(g)(1);

1 (e) That the Court award Intuit all costs and expenses it incurs in this action;

2 (f) That the Court award Intuit such other and further relief that it deems just and  
3 proper.

4  
5 Dated: October 24, 2014

GREENBERG TRAURIG, LLP

6  
7 By: /s/ Stephanie D. Ahmad

8 Stephanie D. Ahmad

9 Attorneys for Defendant Intuit, Inc.  
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